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July 9, 1996

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M. Street, NW, Room 222
Washington, DC 20554

Re: Restrictions on Over-The-Air Reception Devices, CS Docket No. 96-83 and Preemption of Local Zoning
Regulation of Satellite Earth Stations, IB Docket No. 95-59

Dear Mr. Caton:

Please allow me to introduce Essex Partners. Essex Partners is a private investment firm, specializing in multi-family real estate. The firm owns a nationally diversified \$250 million real estate portfolio consisting of twenty-five communities aggregating 7,175 residences.

I am writing to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. Enclosed please find with this original letter thirteen copies for filing in the record. I understand that the proposed rules would invalidate "non-governmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

Essex Partners has entered into thousands of leases with our residents. I am concerned that the firm's leases might contain terms that are "non-governmental restrictions" or that "impair" a viewer's ability to receive video programming, but I do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with the residents of the firm's apartment communities.

I would appreciate your guidance in determining which provisions in the firm's leases contain terms that might be considered "non-governmental restrictions" or "impairments" under the rules you propose in my circumstances.

Enclosed please find a copy of the firm's representative leases for each state in which the firm owns and manages apartment communities. Please read them and let me know which terms would violate either of the proposed rules.

Thank you for your assistance.

Very truly yours,


Larry R. Gottesdiener
Chief Executive Officer

Essex Partners, Incorporated

470 Totten Pond Road • Waltham, MA 02154 • Tel 617 487.9500 • Fax 617.487.9501

RESIDENTIAL RENTAL AGREEMENT

APLP Limited Partnership d/b/a/ The BOULDERS (hereinafter referred to as "Lessor") with an office at 136A Brittany Manor Drive, Amherst, Massachusetts 01002, telephone (413) 256-8534 hereby rent to the undersigned _____

(collectively referred to as "Lessee") said premises, Unit # _____ 136A Brittany Manor Drive, Amherst, Massachusetts 01002 on the following terms and agreements:

1. **TERM AND RENT:** Commences upon payment and clearing of all checks required for first month's rent and security deposit, if required, and delivery of the premises on or after _____ and ends at 12:00 o'clock noon on _____ for a term of _____. The total rent due is _____ plus any costs or payments required to be paid by Lessee under this lease; payable in monthly installments of _____ plus monthly costs accrued which payments are due on the first day of each and every month of said term. Costs or other payments required under this lease are considered to be part of your rent. Payments made to Lessor when costs or other payments required by this lease are outstanding shall be accredited to those outstanding costs with any remainder then accredited to the monthly installment amount specified above. In the event any amount payable by Lessee is not received by Lessor within thirty days of the due date, then Lessor may assess a late fee in the amount of 5% of such late or defaulted payment. Lessor may assess an administrative fee of \$ _____ for any check returned to Lessor for insufficient funds, and may require Lessee to make all further payments by certified check or money order.

1.A. Rental Incentive: If any rental incentive is offered as an inducement to enter into a Lease, said incentive is dependent on the completion of a full Lease term. In the event that Lessee fails to fully perform any of the terms and provisions of this Lease and fails to cure such breach within the applicable time allowed by Massachusetts law, or upon early termination of the Lease, either by Lessee early departure, or Lessor's termination of Lessee tenancy as a result of a breach of the Lease for either non-payment or any other breach of a Lease obligation, then Lessee shall be required to immediately reimburse Lessor as "Additional rent" any and all incentives or excused rent given as an inducement to rent.

2. **SECURITY DEPOSIT AND GUARANTOR:** The forms relating to Security Deposit, if any, are attached hereto and incorporated herein by reference. A guarantor form (co-signer form), if required, is attached hereto and incorporated herein by reference.

3. **INSPECTION, DAMAGE AND REPAIRS:** A separate written statement of the condition of the premises has been issued to the Lessee and is incorporated herein by this reference. The Lessee agrees to be responsible for any damage caused to the premises by the Lessee or by any person under the control of the Lessee or any person on the premises with the consent of the Lessee, reasonable wear and tear excluded. The Lessee agrees to be responsible for the maintenance of heat to prevent frozen pipes and for any damage caused thereby. The Lessor shall have the right to enter and inspect the premises and to make repairs or necessary improvements and to show the premises to prospective tenants or purchasers. The Lessor or its representative shall arrange for access with the Lessee in advance so as not to unreasonably disturb the Lessee(s). In emergencies and to effect urgent repairs, advance notice shall not be required.

Lessor shall have the right to enter and show the premises to prospective purchasers at any time during the lease term or to prospective tenants during the last 60 days of the lease term if the Lessee does not indicate in writing, no less than 60 days prior to the end of his lease term, that the Lessee wishes to renew the lease for an additional lease term. Lessor or Lessor's representative shall give Lessee(s) reasonable notice prior to showing the premises; 24 hours notice shall be deemed reasonable notice unless Lessee assents to another reasonable time to show the leased premises within that period. In addition, Lessor shall be entitled to access upon twenty-four (24) hours notice to Lessee to perform necessary or prophylactic exterminations.

4. **LESSEE OBLIGATIONS:** The Lessee jointly and severally agrees:

Lessee shall carry adequate insurance to cover all losses or damage to Lessee's property. Lessee agrees that any insurance company of the Lessee shall have no right to subrogation against Lessor with respect to any loss of Lessee whatsoever.

D. To keep the yard and common areas in a neat and safe condition, and to furnish and pay for electricity, air conditioner, cablevision, and to pay all costs associated therewith; to place garbage and refuse in containers and to prevent any unsanitary conditions from arising on the premises; and to abide by all local and state health, sanitary, recycling and refuse disposal regulations; Lessee is to be responsible for all fines or damages to Lessor as a direct result of Lessee's failure to abide by said regulations. Lessee's failure after written warning to conform to refuse collection or mandatory recycling regulations of the town or state, upon second or subsequent violation shall constitute good and sufficient grounds to terminate lease.

E. To give prompt notice to the Lessor of any maintenance or repairs in writing or by telephone, and to notify the Lessor of any absence of more than one (1) week during the heating season.

F. To make no alteration, painting application, addition, repair or improvement in or to the premises without the prior written permission of the Lessor and also to refrain from excessive use of nails or tape to suspend or hang any decorative or practical items.

G. To use all appliances and fixtures provided by the Lessor in the proper manner and not to add or relocate any appliances or equipment without the prior written permission of the Lessor and to prohibit waterbeds, washing machines, space heaters, burglar alarms, clothes dryer, television antennas or aerials, shutters, or similar furnishings from the premises without Lessor's prior written consent, which may be granted or withheld at Lessor's sole and absolute discretion, and to be obligated to notify Lessor of any problem with the smoke detector (if provided), its maintenance, its condition, and its operation during the period of this lease.

H. To prohibit pets from the premises whether owned by the Lessee or guests or visitors. ANY animal on the premises may constitute grounds for eviction of the Lessee without additional notice; all consequences of any pet on the premises shall be the responsibility of the Lessee including carpet cleaning and fumigation if required; if infestation occurs, Lessee shall be responsible for costs of cure and any loss of rent for unit or other units in building;

I. To expressly respect the rights and needs of other Tenants and neighbors (including Lessor if Lessor is a neighbor) to the quiet and peaceful enjoyment of their property, and not to create or allow to be created by the Lessee, members of the Lessee's household, relatives, guests, invitees or agents, any unlawful, noisy or offensive use of the leased premises, nor to commit any disturbance or nuisance, or to obstruct the free use or access of common areas or to threaten to bother any other Tenant, neighbor, guest, maintenance worker or management personnel. The receipt or observation by the Lessor of a complaint regarding noisy or offensive conduct or other violation of this provision during the term hereof shall constitute sufficient grounds for eviction at the option of the Lessor;

J. To provide adequate notice of Parties: The Lessee must give the Lessor three (3) days prior written notice of the date, time, place, number of individuals and the termination time of all parties or gatherings of over 15 people from the unit or common areas; Receipt of notice by the Lessor in no way implies Lessor's consent or liability for

N. To place property of the Lessee in the storage area, if available, entirely and exclusively at Lessee's risk; the storage area is NOT included as part of the leased premises and is a convenience offered when available; any property in the storage area after the Lessee's occupancy terminates may be treated as abandoned property, removed and disposed of at Lessee's expense;

O. To refrain from using halls, entry ways, stairwells, stairways, windowsills, cellars or other common areas as storage areas unless so designated in writing signed by Lessor. Storage in these areas is not permitted. Personal property placed in these areas may be disposed of at Lessor's option and at Lessee's expense.

P. To refrain from trespassing or entering upon roof(s) of Leased Premises except as means of egress in the event of fire or other similar emergency. Any entry upon roof(s) by Lessee, Lessee's family or guests is a violation of the lease and constitutes grounds for eviction; and

Q. To remove all personal property at the termination of the Tenancy; personal property or furniture may only be left in the Leased Premises for the next occupants with the prior written assent of Lessor, and signed approval of both the present Lessee and subsequent occupant. Any property left without such signed agreement shall be treated as abandoned property, the removal of which shall be at Lessee's expense.

Failure to observe the foregoing provisions of this Lease shall operate to **TERMINATE THIS LEASE** for breach thereof, at the sole option and discretion of the Lessor (and any waiver of any breach at any time shall not constitute a waiver of any subsequent breach) and the Lessor is not required to give notice thereof to the Lessee except as required by law, and if law is not specific, seven (7) days notice to Lessee shall be deemed sufficient. If this lease is breached by the Lessee and the Lessor elects to terminate this lease as a result of said breach, Lessee shall be liable for all rental obligations that accrue under this lease if the premises remain vacant, or for the difference in the rental charges in any new tenancy, until the end of this Lease term.

5. LESSOR OBLIGATIONS: The Lessor agrees:

A. To maintain in good and safe working order the electrical, plumbing, sanitary, heating, and other facilities and appliances supplied by the Lessor;

B. To maintain and make all reasonable repairs within the premises;

C. To collect rents and enforce the provisions of all leases uniformly and vigorously in order to conserve costs; and

D. To comply with all applicable local and state laws, codes and rules.

6. ASSIGNMENT AND SUBLETTING: Only with prior written assent of the Lessor, which assent may be granted or withheld at Lessor's sole and absolute discretion, may the Lessee assign or sublet the premises during this lease. All assignees or sublessees must provide all forms, information and meet all standards and requirements of an acceptable Lessee applicant prior to acceptance or occupancy. The Lessor shall not be required to release any Lessee during the lease term and acceptance of any sublessee shall not release Lessee from his/her contractual obligations under this lease unless expressly released by Lessor in writing. No person other than Lessee, or Lessee's children, are permitted to reside on the premises, nor shall Lessee's receive mail for or post the names of non-occupants on the mailbox. Payment of rent by an occupant or stranger not a party to this Lease Agreement shall not constitute either an acknowledgment of that person as an occupant or Lessee. Any money so tendered is accepted solely on behalf of the named Lessee(s).

7. AUTOMOBILES: The Lessee may park two (2) lawfully registered and inspected automobiles in the parking areas which display an appropriate parking sticker, if applicable to said property. Vehicles violating posted parking rules or impeding snow removal or access may be towed at the owner's expense without additional notice. No vehicles may be repaired or stored on the premises.

8. LAUNDRY: The laundry is intended for the convenience of the Lessee.

soever, including but not limited to loss suffered by Acts of God, fire, loss from vermin or bugs, wind, rain, snow or other elements, except if the negligence or intentional acts of Lessor or its agents is the proximate cause of such loss.

10. RESCISION: If the Lessor shall be unable to give Lessee occupancy of the premises at the commencement of the tenancy for any reason or if damage by fire or other casualty renders the premises uninhabitable, then this lease shall terminate at the election of either party. Lessor shall be under no obligation to make available to Lessee any apartment other than the one so specifically stated in this Lease Agreement.

11. NOTICE: Notice to the Lessor shall be deemed given if mailed or delivered to the above address. Notice to the Lessee shall be deemed given if mailed or delivered to the Lessee or anyone authorized to be at the address of the premises. All notices must be in writing. Oral notices are not effective as notice.

12. EVICTION AND COLLECTION: All eviction and collection proceedings shall be in accordance with Massachusetts law. If this lease is terminated for breach of terms or in the event of litigation, the prevailing party may recover its costs and attorney's fees actually incurred. The Lessor is deemed to be a prevailing party if the Lessor initiates valid legal action for a breach of any Lease term, and the Lessee cures such breach prior to a Hearing and then fails to appear for said Hearing or signs an Agreement that will be entered as Judgement of the Court. The Lessor shall pay all costs associated with the collection of rent over 30 days past due.

13. RENEWAL: Lessee shall indicate in writing, no less than 60 days prior to the end of the lease term, of Lessee's wish to renew the lease for an additional lease term. Lessee's indication of Lessee's desire to renew shall not bind Lessor to renew this lease. Upon Lessee's failure to sign a new lease as stated above, and if Lessee fails to vacate at the end of this lease term, then Lessee shall be obligated to pay as rent for use and occupancy an amount equal to an amount specified by 30 day prior written notice, which amount may be increased with additional 30 day notices. Lessee is obligated to give Lessor 30 days notice prior to vacating if Lessee holds over after the term of this Lease. Lessee is obligated to pay all rent for use and occupancy until (thirty (30) days from the beginning of the next rental period after written notice to vacate is given Lessor.

14. RULES AND REGULATIONS: Lessee agrees to obey the Rules and Regulations of Lessor. A current copy of the Rules and Regulations is attached hereto. The Rules and Regulations may be amended by Lessor at any time, and Lessee shall obey them as so amended.

15. SEPARABILITY: If any provision of this Lease is held invalid, the remainder of this Lease shall not be affected thereby and shall remain in full force and effect.

THIS LEASE INCLUDES: (1) A SECURITY DEPOSIT RECEIPT, (2) A STATEMENT OF CONDITION, (3) A GUARANTOR AGREEMENT WHEN REQUIRED, (4) LETTER OF MANAGEMENT REGARDING SECURITY, (5) RULES AND REGULATIONS, (6) INSTRUCTIONS FOR VACATING, (7) SNOW REMOVAL REQUIREMENT, (8) RECREATIONAL USE FORM, (9) SMOKE DETECTOR ADDENDUM, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE AND FORM AN INTEGRAL PART HEREOF. TOGETHER THEY CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS. THE UNDERSIGNED EACH ACKNOWLEDGES THE RECEIPT OF A COPY OF EACH OF THESE DOCUMENTS.

BY SIGNING THIS DOCUMENT, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ IT AND UNDERSTAND ITS TERMS. THIS IS A LEGALLY BINDING DOCUMENT. ASK TO HAVE ITS PROVISIONS EXPLAINED TO YOU PRIOR TO SIGNING IF YOU DO NOT UNDERSTAND ANY OF ITS TERMS.

In Witness Whereof the parties hereto interchangeably set their hands and seals

RESIDENTIAL RENTAL AGREEMENT

THIS RESIDENTIAL RENTAL AGREEMENT (the "Rental Agreement") is made and entered into this _____ day of _____, 199____, by and between TUCSON PORTFOLIO PARTNERS, a Massachusetts limited partnership, the owner of the Premises (the "Landlord"), and _____ (collectively, the "Tenant").

1. **RENTAL OF PREMISES.** Subject to the terms, provisions, covenants and conditions set forth in this Rental Agreement, Landlord leases to Tenant, and Tenant leases from Landlord, that certain residential dwelling unit commonly known as: Apartment No. _____, 1 East River Road, Tucson, Arizona 85704 (the "Premises"). Tenant acknowledges that the Premises are located with a multifamily housing project more commonly known as the PROMONTORY APARTMENTS (the "Apartment Complex").

2. RENT.

A. **Rent.** The rent for the term of this Rental Agreement shall be \$_____ per month (the "Monthly Rent"). The Monthly Rent includes a base rent of \$_____; furniture rental of \$_____; parking space rental of \$_____; pet rental of \$_____; and other rent of \$_____. In the event that Tenant pays the Monthly Rent on or before the due date, then Tenant shall receive a monthly rental discount of \$_____ (the "Monthly Rental Discount") for that month.

B. **Payment of Rent and Other Amounts.** Monthly Rent shall be paid by Tenant in advance on or before the _____ day of each month at the on-site Manager's office or at a location designated by Landlord. All payments of Monthly Rent, Additional Rent or any other amounts due under this Agreement shall be by personal check, cashier's check, certified check or money order. No second-party checks will be accepted.

C. Additional Rent.

(1) **Late Payment Charge.** In the event that Tenant fails to pay the Monthly Rent in full by the end of the _____ day of the month, the Monthly Rental Discount for that month shall not apply and Tenant agrees to pay Landlord as "Additional Rent" an initial late charge of \$_____ plus \$_____ per day for each additional day the Monthly Rent is late, commencing with the _____ day of the month.

(2) **Non-Sufficient Funds Checks.** In the event that any of Tenant's personal checks are returned by Tenant's bank for "non-sufficient funds" or for any other reason, Tenant agrees to pay as "Additional Rent" a charge of \$_____. In the event that two Tenants' personal checks are refunded by Tenants' banks for insufficient funds, all future payments of Monthly Rent, Additional Rent and other amounts due under this Rental Agreement shall be by cashier's check or money order.

(3) **Default Notice Charge.** In the event that Tenant defaults under any of the terms and provisions of this Rental Agreement, Tenant agrees to pay Landlord the sum of \$_____ as reimbursement for administrative costs in connection with the preparation and delivery of any default notices under A.R.S. §33-1368(A), including, but not limited to, seven-day notices for failure to pay rent.

(4) **Reimbursement of Rental Incentives.** In the event that Tenant fails to fully perform any of the terms and provisions of this Rental Agreement, and fails to cure such breach within the applicable time periods under Arizona law, Tenant shall immediately return to Landlord as "Additional Rent," all rental incentives previously received by Tenant during the term of this Rental Agreement.

(5) **Administrative Charge.** In the event that Tenant fails to fully perform any of the terms and provisions of this Rental Agreement and vacates the Premises prior to the Expiration Date of this Rental Agreement, then in addition to, but not in lieu of, liability for any damages incurred by Landlord as a result of that default, Tenant shall be responsible to Landlord for an administrative charge for reletting the Premises in the amount of _____ AND NO/100 (\$_____) DOLLARS. Notwithstanding the foregoing, but subject to Landlord's obligation to mitigate its damages, Tenant shall remain liable for the Monthly Rent for the balance of the term of this Rental Agreement.

3. USE OF PREMISES.

A. **Residential Purpose.** The Premises shall be used solely as a personal residence and for no other use and purpose. The Premises shall be occupied only by the Tenant and the following people (the "Other Occupants"):

<input type="checkbox"/> Utility Agreement	<input type="checkbox"/> Furniture Inventory Log
<input type="checkbox"/> Resident Liability Letter	<input type="checkbox"/> Statement of Rental Policy
<input type="checkbox"/> Management Letter	<input type="checkbox"/> Application Approval Form
<input type="checkbox"/> Community Policies	<input type="checkbox"/> Application
<input type="checkbox"/> Move-Out Cleaning Instr.	<input type="checkbox"/> Credit Report
<input type="checkbox"/> Move-Out Instructions	<input type="checkbox"/> Guest Card
<input type="checkbox"/> Move-In Condition Form	<input type="checkbox"/> Other _____

D. **Joint and Several Liability.** Each person designated as "Tenant" agrees that (s)he is jointly and severally liable for all debts, obligations and liabilities in connection with this Rental Agreement and/or the occupancy of the Premises. Each such person agrees that (s)he will be bound by the acts of the other, and a breach by one such person shall be a breach by all persons designated as "Tenant".

4. **TERM.** Unless terminated sooner or extended as permitted by this Rental Agreement, the term of this Rental Agreement shall begin on the _____ day of _____, 199____ (the "Commencement Date") and end on the _____ day of _____, 199____ (the "Expiration Date"). If Landlord is unable to deliver possession of the Premises on the Commencement Date, this Rental Agreement shall take effect when possession of the Premises is delivered to Tenant provided that possession is delivered within five (5) days following the Commencement Date. Tenant shall not be liable for any Monthly Rent until the Premises are available for Tenant's occupancy and Landlord shall not be liable for damages as a result of any delay. Landlord shall be the sole judge of when the Premises are ready for occupancy. If possession of the Premises cannot be delivered within five (5) days after the Commencement Date, this Rental Agreement shall be null and void and Landlord shall promptly return to Tenant all fees, rent and/or deposits received hereunder and neither party shall have any further liability to the other.

5. **SECURITY DEPOSIT.** Landlord acknowledges receipt from Tenant of the sum of \$_____ as a Security Deposit which may be used for security for the full performance and observance of each and every term and provision of this Rental Agreement. Tenant shall not consider the Security Deposit to be in lieu of payment of Monthly Rent, Additional Rent or any other amount due under this Rental Agreement for any period of time during which Tenant occupies the Premises. Landlord shall not be obliged to keep the Security Deposit as a separate fund, and may commingle the Security Deposit with its own funds. Tenant shall not be entitled to any interest on the Security Deposit. Upon termination of the tenancy, Landlord will refund to Tenant any unused portion of the Security Deposit in the manner provided by A.R.S. §33-1321. The refund shall be by check payable jointly to all persons designated as Tenant and shall be mailed to a forwarding address to be provided by Tenant to Landlord. In the event the entire Security Deposit is lawfully retained by Landlord, Landlord's recovery shall not be limited to the Security Deposit for damages in excess of its Security Deposit.

6. **UTILITIES.** Landlord shall provide to Tenant utilities which shall include water, sewer and refuse collection services. Tenant shall be responsible for all other utilities, including but not limited to, electrical, telephone and cable television services.

7. **CONDITION AND ALTERATION OF PREMISES.** Tenant has examined the Premises, and all appliances, furniture and furnishings located therein, and hereby accepts them as being in good order, condition and repair. Tenant shall not alter the Premises without Landlord's prior written consent. Any approved alterations shall be paid for by Tenant, but shall become part of the Premises and the property of the Landlord and shall be surrendered to Landlord upon vacating the Premises. Landlord may require Tenant, at Tenant's sole cost and expense, to restore the Premises to its condition prior to the alterations and improvements. Upon vacating the Premises, Tenant shall return the Premises to Landlord in a clean, good and orderly condition, reasonable wear and tear excepted.

8. **TENANT TO MAINTAIN PREMISES.** Tenant agrees that Tenant shall: (a) keep that part of the Premises and the surrounding areas including, but not limited to, the carpeting, floor coverings, furniture (if any) and appliances, as clean and safe as the condition of the Premises permits; (b) comply with all obligations imposed upon Tenants by applicable building codes, health codes and police regulations materially affecting health and safety; (c) dispose from the Premises and surrounding areas in a clean and safe manner all rubbish, ashes, garbage, pet excrement and other waste; (d) keep all plumbing fixtures in the

11. **COMMUNITY RULES AND REGULATIONS.** The Community Policies are attached hereto as Exhibit "A" and are incorporated herein. Landlord reserves the right to modify the existing Community Policies and to adopt and enforce any additional rules and regulations concerning the use and occupancy of the Premises by Tenant.

12. **PARKING POLICIES.** Tenant agrees that only those vehicles identified below may park within the Apartment Complex without separate written consent from Landlord:

Make/Model Type Year License No. State Space # (if appl.)

Landlord may assign parking spaces or areas for tenants and guests. Landlord may also designate: (1) parking areas; (2) whether trailers, boats, or campers may park and where inoperable, abandoned or unauthorized vehicles will be towed away at the owner's expense after a 24 hour notice is posted on the vehicle. The 24 hour notice does not apply to vehicles that are parked in a space assigned to another resident, parked in a market tow-away or parked to impede traffic or trash collection easements. Vehicles parked in this manner will be towed away immediately without warning at owner's expense. If Landlord pays Tenant's towing expense, such expense shall be deemed as "Additional Rent" owed and be immediately due and payable. Guests must only be parked in parking lots, never on sidewalks, in landscape areas or apartments and must not damage asphalt, etc. Vehicles on the property must park "head in" only and show current registration.

13. **ASSIGNMENT AND SUBLETTING.** Tenant shall not sublet the Premises or assign any interest in this Rental Agreement. Should any person designated as Tenant vacate the Premises before expiration of this Rental Agreement, there shall be a default under this Rental Agreement.

14. **DEFAULT.** In the event either party breaches any of its obligations under this Rental Agreement or under the Arizona Residential Landlord and Tenant Act (A.R.S. §33-1301 et seq.) (the "Act"), the other party shall be entitled to such remedies as are available under the Act and Arizona law. All remedies under this Rental Agreement or by law or equity shall be cumulative.

15. **EXPIRATION OF TERM.** At the expiration of the term of this Rental Agreement, this Rental Agreement shall automatically renew on a month-to-month basis under the same terms and provisions set forth in this Rental Agreement unless Tenant gives Landlord a thirty (30) day prior written notice of Tenant's intent to vacate the Premises on the Expiration Date or unless Landlord, at its sole option, chooses not to renew this Rental Agreement by giving Tenant a thirty (30) day prior written notice of Landlord's election not to renew this Agreement. In either case, Tenant and Other Occupants agree to vacate the Premises on or before 5:00 o'clock p.m. on the Expiration Date. Notwithstanding the foregoing, Landlord may increase the Monthly Rent for the period after the Expiration Date if a thirty (30) day prior written notice of such increase is given to Tenant and a specific length of lease of greater than one (1) month but no longer than one (1) year may be required for continued occupancy.

16. **ABANDONMENT.** If Tenant is absent from the Premises without notice to Landlord for at least seven (7) days, and if Monthly Rent for the Premises is outstanding and unpaid for ten (10) days and there is no reasonable evidence other than the presence of Tenant's personal property that Tenant is occupying the Premises, the Premises shall be deemed abandoned and Landlord may, five (5) days after a Notice of Abandonment has been posted on the door of the Premises and mailed to Tenant in accordance with A.R.S. §33-1370(A), retake possession of the Premises and re-rent the Premises at a fair rental value. Notwithstanding anything to the contrary contained herein, Landlord's retaking of possession of the Premises shall not be deemed an acceptance of the abandonment of the Premises as a surrender and Tenant shall be liable for all accruing Monthly Rent and re-renting costs and expenses until the Premises are re-rented.

17. **PERSONAL PROPERTY.** In the event of any reentry and taking possession of the Premises by Landlord as provided by law, Landlord shall have the right to remove therefrom all or any personal property located therein and dispose of such personal property in accordance with A.R.S. §33-1370(E) and A.R.S. §33-1368(E).

18. **ACTS OR OMISSIONS OF OTHERS AND ACTS OF GOD.** The Landlord and its employees or agents or any of them shall not be responsible or liable to the Tenant for any personal injury, loss or damage that may be occasioned by or through the act or omissions of other tenants, their guests or invitees, or of persons who are trespassers in the building. Landlord shall not be liable to Tenant or Tenant's guests or invitees for any loss whatsoever

C. **Definitions.** The words "Landlord" and "Tenant," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several; as to a Tenant which consists of husband and wife, the obligations shall extend individually to their sole and separate property as well as community property. The obligations contained in this Rental Agreement to be performed by Landlord shall be binding on Landlord's successors and assigns only during their respective periods of ownership.

D. **Interest on Past Due Obligations.** Except as expressly provided, any amount due to Landlord not paid when due shall bear interest at the maximum legal rate of interest for non-business loans. Payment of such interest shall not excuse or cure any default by Tenant under this Rental Agreement.

E. **Entire Agreement.** This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Landlord and Tenant relative to the Premises and, except as otherwise provided herein, this Rental Agreement, the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the letting of the Premises are merged in or revoked by this Rental Agreement.

F. **Severability.** If any term or provision of this Rental Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Rental Agreement shall not be affected thereby, and each term and provision of this Rental Agreement shall be valid and be enforceable to the fullest extent permitted by law.

G. **Waiver.** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of an preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

H. **Binding Effect.** Subject to the provisions of this Rental Agreement restricting assignment or subletting by Tenant, this Rental Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

I. **Entire Agreement.** The Parties acknowledge that this Rental Agreement and the Exhibits attached hereto are the entire and complete agreement between them and that no promises or inducements have been made other than as expressly stated herein, and that there shall be no modification of this Rental Agreement, except in writing signed by both Parties hereto.

J. **Controlling Law.** Notwithstanding any Arizona or other conflict-of-law provisions to the contrary, this Rental Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Arizona.

K. **Notices.** Notices to Landlord shall be delivered to the rental office via Certified Mail or may be personally delivered to the Manager at PROMONTORY APARTMENTS, 1 East River Road, Tucson, Arizona 85704. Notices to Tenant shall be delivered to the Premises via Certified Mail or may be personally delivered to a person of suitable age and discretion found therein.

L. **Disclosure.** In accordance with A.R.S. §33-1322, Landlord discloses to Tenant the following: the Manager of the Apartment Complex (the "Manager") is the authorized agent of the owner and is authorized to manage the Premises and the Apartment Complex. As authorized agent, the Manager is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and accepting for notices and demands.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Rental Agreement the date and year first above written.

LANDLORD:

TUCSON PORTFOLIO PARTNERS, a
Massachusetts limited partnership



Apartment Lease Contract

Date of Lease Contract: _____
(when the Lease Contract is filled out)

This is a Binding Legal Document — Read Carefully Before Signing

Move-In — General Information

1. **PARTIES.** This Lease Contract is between you, the resident (list all people signing the Lease Contract): _____

_____ and us, the owner:

(name of apartment community or title holder). You've agreed to rent Apartment No. _____, at _____

_____ (street address) in _____ (city),

Texas, _____ (zip code) for use as a private

residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else.

Guarantor(s). If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty should be attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract): _____

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **CONTRACT TERM.** The initial term of the Lease Contract begins on the _____ day of _____, 19____, and ends at midnight the _____ day of _____, 19____.

This Lease Contract will automatically renew for _____ month(s) unless either party gives written notice of termination at least 30 days before the Lease Contract term or renewal period ends, or unless all parties sign another Lease Contract. You must give written move-out notice as required by paragraph 37.

4. **SECURITY DEPOSIT.** Your total security deposit for all purposes and for all residents, is \$_____, due on or before the date this Lease Contract is signed.

5. **KEYS.** You will be provided _____ apartment key(s), _____ mailbox key(s), and _____ other key(s) for _____. Keys must not be duplicated. Your spouse or any resident or occupant who has permanently moved out according to a remaining resident's affidavit is (at our option) no longer entitled to occupancy or keys.

6. **RENT; CHARGES.** You will pay \$_____ per month for rent, payable in advance and without demand: (check one)

☐ at the on-site manager's office, or

☐ at _____

You must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission.

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. Prorated rent to the first of

of the month and we haven't given notice to vacate before that date, you'll pay an initial late charge of \$_____ plus a late charge of \$_____ per day until paid in full. Daily late charges must not exceed 15 days for any single month's rent. You will pay a charge of \$_____ for each returned check, plus initial and daily late charges from due date until we receive acceptable payment. Charges for violating the pet restrictions of paragraph 27 (or our pet rules) will be \$_____ per day (not exceeding \$10 per day). You must not withhold or offset rent unless authorized by statute.

Your apartment will be: ☐ furnished; or ☐ unfurnished.

7. **UTILITIES.** We'll pay for the following items, if checked:

☐ water; ☐ gas; ☐ electricity; ☐ cable TV;
☐ wastewater; ☐ trash; ☐ master antenna.

You'll pay for all other utilities, related deposits, and charges on utility bills connected in your name. You must not allow utilities to be disconnected — including disconnection for not paying your bills — until the Lease Contract term or renewal period ends. Cable channels that we provide may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, use only battery-operated lighting. If the apartment is submetered, we'll attach an addendum to this Lease Contract in compliance with Public Utility, Natural Resource Conservation, or Railroad Commission rules.

8. **INSURANCE.** We urge you to get your own insurance for losses due to theft, fire, smoke, water damage, and the like. You intend to (check one):

☐ not buy insurance to protect against such losses; or

☐ buy insurance from your own agent to cover such losses.

If neither is checked, you will not have any insurance coverage.

9. **YOUR SECURITY RIGHTS.** What We Must Provide. Texas law

requires that we provide, at no cost to you when occupancy begins: (1) a latch on each window; (2) a doorknob lock or a keyed dead bolt lock on each exterior door; and (3) a pin lock, door handle latch, or security bar on each sliding glass door. After January 1, 1995, (or after _____ for all new dwellings completed after that date) we must provide: (1) a keyless bolting device (keyless dead bolt lock) and doorviewer (peephole) on each exterior door; and (2) a pin lock plus a security bar or door handle latch on each sliding glass door. If we fail to install or rekey security devices as required by the Property Code, you have the right to do so and deduct the reasonable cost from your next rent payment under Section 92.165(1) of the Code.

What You May Request. Subject to limitations, under Texas law you may at any time ask us to: (1) install a keyed dead bolt, keyless dead bolt lock, and doorviewer on all exterior doors; (2) install a pin lock and security bar on all sliding glass doors; and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them unless the device is required by statute when occupancy begins.

What You Are Now Requesting. You now request (in addition to any existing security devices) the following:

☐ keyed dead bolt lock; ☐ sliding door pin lock;
☐ keyless dead bolt lock; ☐ sliding door security bar; or
☐ doorviewer (peephole); ☐ none of the above.

If no item is checked, then you request no additional security devices.

Repairs/Advance Payment. You must pay for all repairs arising from misuse or damage by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a security device

Not a Release. The reletting charge — which is neither a Lease Contract cancellation fee nor a buyout fee — does not release you from continued liability for future or past-due rent, cleaning, repairing, repainting, lock changes, or other sums due. Rather, the reletting charge is a liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. Such items are uncertain and difficult to ascertain — particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. The reletting charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, or cost of repairs or service caused anywhere in the apartment community by your or any guest's or occupant's improper use or negligence. Unless the damage or stoppage is due to our negligence, we're not liable for — and you must pay for — repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damages from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Any delay in our demanding sums you owe is not a waiver.

13. **CONTRACTUAL LIEN AND ABANDONMENT.** All property in the apartment is (unless exempt under Section 54.042 of the Texas Property Code) subject to a contractual lien to secure payment of delinquent rent. For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, and storerooms for your exclusive use.

Removal After We Exercise Lien for Rent. If your rent is delinquent, our representative may peacefully enter the apartment and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the apartment in a conspicuous place — plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid. All property in the apartment is presumed to be yours unless proven otherwise.

Removal After Surrender, Abandonment, or Eviction. If you surrender or abandon the apartment (see paragraph 42) or are judicially evicted, we (or law officers) may remove and/or store all property remaining in the apartment or in common areas, including any vehicles you or any occupant or guest owns or uses.

Storage. We'll store property removed under a contractual lien. Except for pets and worthless property as provided below, we'll store all property removed from a surrendered or abandoned apartment. But we're not liable for casualty loss, damage, or theft. We have no duty to store property removed after judicial eviction; if we do store it, we're not liable for casualty loss, damage, or theft. In any event, you must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after judicial eviction or after surrender or abandonment, for all sums you owe; but our lien for property exempt under Property Code Sec. 54.042 is limited to removal, packing, and storage charges.

Redemption. If we've seized and stored property under a contractual lien for rent as authorized by the Property Code, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (as set forth below) is given before you seek redemption, you may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

Sale or Disposition. If property is perishable (such as food, medicine, or plants) or worthless in our judgment, we may throw it away after surrender, abandonment, or judicial eviction. Pets removed after surrender, abandonment, or judicial eviction may be turned over to local authorities or humane societies. All other property that we remove and store may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 and 32 apply to acceleration under this paragraph.

15. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by any signed written addendum, or by reasonable changes of apartment rules. If, at least 35 days before the Lease Contract term or renewal period ends, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us 30 days' written move-out notice under paragraph 37.

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not liable to you for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later:

- (1) If we give written notice to any of you when or after the Lease Contract begins — and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date — you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

20. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following prohibited activities: loud or obnoxious conduct; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the apartment community; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Penal Code Section 46.05; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; soliciting business or contributions; operating a business or childcare service; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the apartment community; having or using glass containers in the pool area; and using candles or kerosene lamps.

21. **PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles. We may have illegally parked vehicles towed under an appropriate statute. A vehicle is prohibited in the apartment community if it:

- (1) has flat tires or other conditions rendering it inoperable;
- (2) has an expired license or inspection sticker;
- (3) takes up more than one parking space;
- (4) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (5) is parked in a marked handicap space without the legally required handicap insignia;
- (6) blocks another vehicle from exiting;
- (7) is parked in a fire lane or designated "no parking" area; or
- (8) is parked in a space marked for other resident(s) or unit(s).

22. **RELEASE OF RESIDENT.** Unless we've given a written release (under paragraphs 10 or 23), you won't be released from this Lease Contract for any reason — including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, separation, divorce, reconciliation, loss of coresidents, loss of employment, bad health, or death.

23. **MILITARY CLAUSE.** Under the following circumstances, you may terminate the Lease Contract by giving us written notice:

- (1) if you are or become a member of the Armed Forces of any nation on extended active duty and receive change-of-station orders to permanently depart the local area or if you are relieved from active duty; or
- (2) if you are deployed to a foreign country as a member of the United States Armed Forces and are not continuing to receive quarters allowance from the military.

In either case, termination notice will effectively terminate the Lease Contract 30 days after the next monthly rent payment is due. You must furnish us either a copy of the official permanent change-of-station orders or a deployment letter or order. Military deployment for base housing doesn't constitute a permanent change-of-station order. After move-out, you're entitled to return of your security deposit, less lawful deductions.

24. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, dead bolt locks, keyless bolting devices, window latches, and other security devices. You must read the Security Guidelines on page 5.

Smoke Detectors. We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disconnect smoke detectors. You will be liable to us and others for any loss or damage from fire, smoke, or water if that condition arises from your disconnecting or failing to replace batteries, or from your not reporting malfunctions.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, and interruption of utilities, unless that injury or damage is caused by our negligence. We have a duty to remove any ice, snow, or debris, but may

any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, or guests in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report for our representative and for the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident-report number upon request.

25. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for picture hanging in sheetrock walls and grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, antennas, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You agree not to alter or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish; after that, you'll replace them at your expense with bulbs of the same wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE AND REQUEST — FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, OR SERVICES, OR SECURITY-RELATED MATTERS — IT MUST BE IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in emergencies involving immediate danger to person or property, such as fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress).

Our complying with or responding to any oral request regarding nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; broken or missing locks or latches; and other conditions that pose a nonemergency hazard to health, safety, or security. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part.

If we consider fire or catastrophic damage substantial, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less deductions.

27. **PETS.** No pets are allowed (even temporarily) anywhere in the apartment or apartment community unless we've so authorized in writing, except for guide animals of disabled persons. If we allow a pet, you and we must sign a separate pet agreement. Pet prohibitions apply to all mammals, reptiles, birds, fish, rodents, and insects. You must not feed stray animals. If you or any guest or occupant violates pet restrictions (with or without your knowledge), you'll be subject to the charges, damages, eviction, and other remedies provided in this Lease Contract. (See paragraph 6 for charges on violations.) A pet deposit is considered a general security deposit. We may require a doctor's statement of need for a guide animal.

to a humane society or local authority. You must pay for the pet's reasonable care and kenneling charges. We have no lien on the pet for any purpose.

28. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, or our representatives may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then repairers, servicers, or our representatives may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means if locks have been changed in violation of this Lease Contract) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) entry is for: responding to your request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance; filter changes; testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including

hazardous materials) and items prohibited under our rules; removing unauthorized pets; retrieving property owned or leased by former residents; inspections when immediate danger to person or property is reasonably suspected; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents.

29. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, any one of multiple residents is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

30. **REPLACEMENTS AND SUBLETTING.** Replacing a resident or subletting is allowed *only when we consent in writing*. If departing or remaining residents procure a replacement resident acceptable to us before moving out and we expressly consent to the replacement or subletting, then:

- (1) a reletting charge *won't* be due;
- (2) an administrative (paperwork) fee *will* be due if authorized under owner's rules; and
- (3) you *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Credits. We'll credit all subsequent rent that we actually receive from replacement or subsequent residents against your liability for past-due and

future rent. If you move out early, we'll exercise customary diligence to relet.

Procedures. If we approve a replacement resident, then we may, at our option, require that either: (1) the replacement sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right of occupancy or to a security-deposit refund, but will remain liable for the rest of the original Lease Contract term unless we agree otherwise in writing.

31. **DEFAULT BY OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate this Lease Contract and exercise other remedies under Section 92.056 of the Property Code only as follows: (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time; (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities; (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate the Lease Contract unless the repair is made within 7 days; and (d) if repair hasn't been made within 7 days, you may terminate this Lease Contract and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

32. **DEFAULT BY RESIDENT.** You'll be in default if: (1) you don't pay rent or other amounts that you owe; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance,

other sums due; the filing, or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, past or future rent, or other sums.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term and renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Our right to accelerate is in lieu of having rent for the entire term payable when the Lease Contract begins.

Holdover. If you hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing), then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease Contract term — for up to one month from the date of notice of Lease Contract extension — by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. If your rent is delinquent and we give you 24 hours'

General Clauses

33. **INTERPRETING THIS LEASE CONTRACT.** *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. All notices and documents may be in English or, at our option, in any language that you read or speak. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on page 1 invalidates this Lease Contract. All provisions regarding our nonliability and nonduty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located. We are not required to install a keyed bolting device or doorknob lock on an exterior door at our expense if the door meets the requirements of*

Section 92.153(f) of the Property Code which exempts secondary entry doors that contain keyless dead bolts. We are not required to install keyless bolting devices on your doors if we satisfy the requirements of Section 92.153(e) of the Code and we are expressly required or permitted to periodically check on your well-being or health.

34. **PAYING SUMS DUE.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to your nonrent obligations, then to rent — regardless of notations on checks or money orders and regardless of when the obligations arise. All sums other than rent (which is due on the first) are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

35. **TAA MEMBERSHIP.** We represent that: (1) we; (2) the management company that represents us; or (3) any locator service that procured you for us is, at the time of signing or renewing this Lease Contract, a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located. The member is either an owner/management company member or an associate member doing business as a locator service (whose name and address is disclosed on page 6). If not, this Lease Contract is voidable at your option and is unenforceable by us (except for property damages); we may not recover past or future rent or other charges; and will be in violation of the Texas Penal Code and the Texas Deceptive Trade Practices Act. Governmental entities may use TAA forms if the TAA agrees in writing.

Security Guidelines for Residents

36. **SECURITY GUIDELINES.** In cooperation with the Texas Apartment Association, we'd like to give you some important safety guidelines. The Texas Police Association and the Sheriffs' Association of Texas have approved these suggestions. Follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY — WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows — even while you're inside.
2. Use dead bolt locks on the doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts.*
4. Be careful in giving out keys, gate cards, or lock combinations.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and EMS. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly for dead batteries or malfunctions.
9. Check your doorlocks, window latches, and other security devices regularly to be sure they are working properly.
10. Immediately report the following to the management — in writing, dated and signed:
 - any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
 - any malfunction of other safety devices outside your apartment, such as broken gatelocks, burned-out lights in

14. Leave a radio or TV playing softly while you're gone.
15. Close and latch your windows while you're gone, particularly when you're on vacation.
16. Tell your roommate or spouse where you're going and when you'll be back.
17. Don't walk alone at night. Don't allow your family to do so.
18. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
19. Don't give entry codes or electronic gate cards to anyone.
20. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
21. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
22. While on vacation, have your newspaper delivery stopped — or have a friend pick up your newspaper daily.
23. While on vacation, have your mail temporarily stopped by the post office or picked up regularly by a friend.
24. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY — WHILE USING YOUR CAR

25. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
26. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
27. Don't leave your keys in the car.
28. Carry your key ring in your hand while walking to your car — whether it is daylight or dark and whether you are at home, school, work, or on vacation.
29. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.

37. **MOVE-OUT NOTICE.** You must give our representative at least 30 days' written move-out notice. Your move-out notice will not relieve you from liability for the Lease Contract before the end of the original Lease Contract term or the month-to-month renewal period. Your move-out notice terminates the Lease Contract [check one]:

- ☐ on the last day of the month following the next due date for rent; or
☐ on the exact day designated in the move-out notice but no sooner than 30 days after the notice.

If neither is checked, the second applies. Move-out notice given on the first suffices for move-out on the last day of the month. Oral move-out notice isn't sufficient and doesn't constitute notice. Use our written move-out form; if you don't, you must obtain from our representative written acknowledgment that move-out notice has been received. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22) except under the military clause (paragraph 23).

38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent and reletting charges under paragraphs 11 and 32. Before moving out, you must pay all rent through the end of the Lease Contract term or renewal period. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

39. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges — including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

40. **MOVE-OUT INSPECTION.** You should meet with our representative for move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates for us or our representative are subject to our correction, modification, or disapproval before final refunding or acceptance.

41. **OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; damages or repairs (beyond reasonable wear); replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open apartment when you or any guest or occupant is missing a key; key duplicates; unreturned keys; missing or burned-out light bulbs; stickers, scratches, burns, stains, or unapproved holes; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false-security-alarm charges unless due to our negligence; government fees or fines against us for you, your occupant's or guest's not recycling; late-payment and returned-check charges; a charge (not to exceed \$100) for our or our representative's time and inconvenience in lawfully removing a pet or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due.

Under the following circumstances, we'll charge a fee: (1) if you don't return all keys on or before your actual move-out date; (2) if rent has been accelerated under paragraph 32; or (3) if you're judicially evicted or move out upon our demand because you've defaulted.

42. **DEPOSIT RETURN; SURRENDER; ABANDONMENT.** We'll mail you your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise. You surrender the apartment on the date of the earlier of the following: (1) all keys have been turned in where rent is paid; or (2) the move-out date has passed and no resident or occupant is living in the apartment in our reasonable judgment. You abandon the apartment when: (1) everybody appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed from the apartment; and (3) no one has been in the apartment for 5 consecutive days while the rent is due and unpaid. An apartment is also abandoned on the 10th day after the death of a sole resident. Surrender or abandonment ends your right of possession for all purposes, including reletting the apartment, damages, clean-up charges, removing property left in the apartment, and return of the security deposit. Surrender or abandonment doesn't affect our duty to give prorated credit for rent later received from others during the remainder of your Lease Contract term or renewal period.

TAA members

43. **COPIES AND ATTACHMENTS.** This Lease Contract has been executed in multiple copies — one for you and one or more for us. Any of our rules, such as community policies and move-out cleaning instructions, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract:

- ☐ Apartment Rules or Community Policies, dated _____
☐ Inventory & Condition Form
☐ Move-Out Cleaning Instructions, dated _____
☐ Notice of Intent to Move Out Form
☐ Pet Agreement
☐ Repair or Service Request Form
☐ Lease Contract Guaranty
☐ Submetering Addendum (if submetered)
☐ Mastermetered Utility Allocation (information)
☐ Parking Permit or Sticker (quantity: _____)
☐ Written Instructions on Alarm Systems, dated _____
☐ Written Instructions on Access Gates, dated _____

Resident or Residents (all sign below)

Owner or Owner's Representative (signs below)

Address and phone number of owner's representative for notice purposes



Residential Rental Agreement

This is a legally binding contract. Read the entire document carefully before signing.

GENERAL PROVISIONS

Rules and Regulations:

Resident's guests and other occupants shall comply with all written rules and regulations which shall be considered part of this agreement. Owner may make reasonable rule changes in writing and distributed to all residents. Resident agrees that the conduct of Resident, his guests or other occupants shall not be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or convenience of other persons in the apartment community.

Resident shall be liable to Owner for damages caused by Resident, his guests or other occupants. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The apartment and other areas which are reserved for Resident's private use shall be kept clean and sanitary by Resident. Garbage shall be disposed of only in appropriate receptacles. Swimming pools, storage rooms, laundry rooms and other facilities are to be used wholly at the user's risk.

Owner may regulate the manner, time and place of all parking. Owner may regulate, limit or prohibit from the apartment or apartment community the following: motorcycles, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, in operable vehicles, furniture movers, delivery men, solicitors, guests who have lived or stayed in Resident's apartment more than three consecutive days without Owner's prior written permission, and guests who, in the Owner's reasonable judgment, have been disturbing the peace, disturbing other residents or violating apartment rules and regulations. All written rules may be enforced through Owner's representatives or agents and Residents shall hold same harmless for reasonable enforcement.

Owner's Right of Entry:

Owner may enter the Premises during reasonable hours and with 24 hour notice in order to inspect, make repairs provide general or preventive maintenance, replace filters, leave any notices or other reasonable business purposes while Resident is present in the Premises. If Resident is not present at the Premises, the Owner shall have the same right to make such entries by duplicate or master key but will leave written notice of and the reason for any such entry make. If, in the Owner's opinion, there exists an emergency, Owner may enter without notice at any time.

Condition of Premises:

Resident has the right to inspect the Premises prior to signing this agreement and Resident agrees to conduct whatever inspection of the Premises is needed within forty-eight (48) hours of procuring keys. Resident agrees to inspect the Premises, and Resident taking possession of the Premises evidences the fact that the Premises (including appliances, furnishings, and fixtures) are in clean, safe, sanitary and good-working condition. Owner makes no warranty of any kind, expressed or implied, and relies, upon the fact that Resident has inspected the Premises. Resident agrees to maintain the Premises, appliances, furnishings, and fixtures in such condition throughout term of this agreement (excepting normal wear and tear).

Resident will return the Premises to Owner in the same condition as when Resident moved in (subject to normal wear and tear). Resident agrees to make no alteration to the Premises (including painting, wallpapering, stickers, etc.) without first obtaining the prior written consent of the Owner. Resident will also be responsible for, and will reimburse Owner for, any damages or loss caused by the negligence, carelessness, abuse or intentional misconduct of Resident. Resident's family or guests.

Repairs and Malfunctions:

Resident agrees to request all repairs and services in writing from Owner's designated representative, except in an emergency when telephone calls will be accepted. Owner shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption. In case of malfunctions of equipment or utility damage before, water, or other cause, Resident shall notify Owner's representative immediately. Owner shall act with due diligence in making repairs and the agreement shall continue and rent shall not abate during such periods. If the damage to the Premises is substantial in the reasonable judgment of Owner, Owner may terminate this agreement within reasonable time by giving written notice to Resident. If the agreement is so terminated, rent shall be prorated and the balance refunded along with all deposit(s) plus lawful deductions. The cost of repairs, restorations and replacements shall be paid for by the Owner if rendered necessary by normal wear and tear or by the elements. Otherwise, if such repairs, alterations or replacements are rendered necessary by the negligence, carelessness, accident or abuse of Resident and/or Resident's guests then all such costs shall be paid by Resident.

Resident agrees to promptly reimburse Owner for all such costs or they may periodically deduct such costs from Resident's security deposit and Resident agrees to promptly reestablishes security deposit to its original amount.

Limited Liability:

Owner will not be liable for any damages or losses to person or property caused by a Resident or any other person including, but not limited to, any theft, burglary, assault, vandalism or other crimes. Resident hereby agrees to indemnify and hold Owner harmless from any liability, loss or obligation resulting from any such injuries or damage. Owner shall not be liable for personal injury or for damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruptions of utilities or acts of God unless such entry of damage is caused by gross negligence of Owner. OWNER STRONGLY RECOMMENDS THAT RESIDENT SECURE INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES.

Resident agrees that existing locks and latches are safe and acceptable. Upon payment of a reasonable charge, Resident shall have the right to require Owner to change (re-key) a door lock. Resident shall pay for and replace smoke detector batteries as needed. If Owner's employees are requested to render services not contemplated in this agreement, Resident agrees to hold Owner harmless for all liability regarding the same.

Default by Owner:

Owner agrees to act with diligence to: (a) keep common areas reasonably clean; (b) maintain fixtures, furniture, hot water, heating and/or air conditions equipment; (c) remain in substantial compliance with accepted federal, state and local laws regarding safety and sanitation; and (d) make all reasonable repairs subject to Resident's obligation to pay for damages caused by Resident, his guests or other occupants.

Default by Resident:

The following events shall constitute events of default: (a) failure to pay any rent including first month's or any other sums due and owing by Resident to Owner pursuant to any terms of this agreement; (b) failure to perform all or any part of this agreement or a violation of this agreement or any of the rules and regulations adopted by Owner; (c) Resident's abandonment of the premises — abandonment is hereby agreed to mean Resident's absence from the Premises for fifteen (15) consecutive days without first notifying Owner and with the rent unpaid and no reasonable evidence that Resident is occupying Premises other than items of personal belongings left in said apartment; (d) if Resident holds over and fails to vacate on or before the required move-out date (i.e., the end of the agreement term, the end of the month or any renewal or extension period, or the move-out date agreed to by both parties) Resident shall be liable to pay rent for the holdover period and to indemnify Owner and/or prospective Resident for damages including rental loss, lodging expenses and attorneys' fees and at Owner's option, Owner may extend the agreement term for on month by delivering written notice to Resident. Resident's apartment, or Resident still holding over. Holdovers rent shall be immediately due on a daily basis and delinquent without notice or demand; (e) bankruptcy of Resident.

Attorney's Fees:

If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

Release of Resident:

Except under military clause (see below), Resident will be subject to the same release standards as imposed by savings and loan and mortgage companies, (i.e., Resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, loss of co-residents, bad health, voluntary enlistment into the Armed Services, or any other reason, unless otherwise agreed.) If Resident secures a replacement satisfactory to the Owner's representative, Resident's liability for future rentals will be reduced by the amount of rentals actually received from such replacement.

Military Clause:

In the event Resident is or becomes a member of the Armed Services on extended active duty and receives change of station orders to permanently depart the local area or is relieved

Residential Rental Agreement

Parties

THIS AGREEMENT, is made this _____ day of _____, 19_____, legally bound between _____ (hereinafter referred to as "Resident"), and The Villages of Monterey Apartments, (hereinafter referred to as "Owner"). Resident hereby leases from Owner and Owner hereby leases to Resident apartment number _____ of The Villages of Monterey Apartments, located at _____ City of Oceanside, San Diego County, California (herein referred to as the "Premises"), for use as a private residence only, according to terms set forth herein. This apartment will be occupied by Resident and no others except: (list all residents, adults and minors).

NAME

RELATIONSHIP

DATE OF BIRTH

Occupancy by guests remaining over three consecutive days will be considered to be in violation of this provision unless prior written consent is given by Owner.

Terms of Agreement

The term of this agreement shall commence on _____, 19_____, and end the last day of _____ (month), 19_____, unless terminated sooner as herein provided. The term will automatically renew on a month-to-month basis unless written notice of termination is given by either party at least thirty (30) days before the end of the initial lease term.

Move-Out Notice

In a month-to-month residency or lease termination, at least thirty (30) days written notice of intent to vacate must be given to Owner's representative prior to move-out. In the event of automatic renewal or extension, the term shall extend to, and the rent shall be paid through the last day of the calendar month; in other words, the last month's rent must be a full month without any prorations.

Security Deposit

- Resident agrees that security deposit shall be the total sum of \$_____ payable on or before signing of this agreement. Any sums due or owing by Resident to Owner may at any time be deducted from said deposit; deductions shall be used to pay non-rent items first. Resident agrees to promptly reimburse the security deposit and may not apply security deposit to the last month's rent. If all of the following conditions are fulfilled, Resident's security deposit will be refunded:
 - The full agreement term has expired or the agreement has been terminated without default of Resident and Resident has not "held over." "Held over" means the Resident is still in possession of the Premises after either party has given the other notice of termination. In such a case, the rent increases and is charged at \$40.00 a day until Premises are vacated and keys are turned in.
 - Resident has provided a written thirty (30) day notice to Owner prior to the date of termination or expiration.
 - If apartment is vacated prior to lease expiration date, a lease termination fee of \$200 will be assessed, in addition to any other rights and remedies of owner allowed by law and this lease, including rent throughout expiration of lease term or until the apartment is re-rented.
 - Resident has no other monies due.
 - Resident has thoroughly cleaned the Premises, appliances and fixtures. The Owner will deduct from the security deposit all reasonable charges to accomplish cleaning or repair from damage.
 - Resident supplies the Owner with a forwarding address, in writing, in order to send security deposit.
 - All individuals using or occupying the Premises have surrendered the Premises to Owner, and all keys to the mailbox or storage room and Premises are turned in to the Owner.
- Within fourteen (14) days following Resident's surrender of said Premises to Owner and Resident providing forwarding address for the purpose of refunding the security deposit, Owner will forward the balance of security deposit less all deductions with an itemized statement of any deductions made.
- Resident(s) agrees to pay \$_____ for said apartment lease, Resident will receive \$_____ for timely payment discount. The full amount is due upon move-in. Rent is due on or before the first day of each month, payable in advance and without demand at the manager's office known as 3901 Mesa Drive. Rent paid after such date is delinquent. If all rent is not paid on or before the _____ day of the month, Resident agrees to pay a late charge of \$35.00 including the timely payment discount. Resident agrees to pay a charge of \$25.00 for each returned check plus late payment charges. Prorated rent from commencement date to the first of the next month is \$_____.

Rent

Late Fees

In addition to the thirty five dollars (\$35.00), late and the timely payment discount, Resident(s) agree to pay five dollars (\$5.00) for every subsequent day until rent is paid in full.

Rent (Continued)

The previous rental rate is for a ☐ furnished, ☐ unfurnished apartment. Resident's right to possession and all Owner's obligations are expressly contingent on prompt payment of rent, and use of the premises by all Resident is obtained only on the condition that the rent is paid on time. Payment of rent shall be an independent covenant and all monies received by Owner shall be applied first to non-rental obligations of Resident, then to rent, regardless of notations on checks.

Utilities

Utilities shall be used for ordinary household purposes only. Owner will provide and pay for (if checked) the following

utilities: ☐ water, ☐ sewer, ☐ sanitation, ☐ Cable, ☐ Gas, ☐ _____ other. All other utilities will be arranged, provided and paid for by Resident. All utility services, whether provided by Owner or Resident, are subject to interruption or temporary termination for the purposes of repair, alterations, or improvements to the Premises or for emergency reasons. Any such interruption or temporary termination of utility service shall not constitute a default by Owner, nor is Owner liable for interruption or termination.

Pets

Resident may not keep a pet of any kind on or near the Premises without the prior written consent of Owner. For any violation of this provision, in addition to Owner's other remedies, Owner may charge and collect the sum of \$10.00 per day, per violation. All costs of cleaning, de-fleing or other damage or loss suffered on account of a violation of this section shall be promptly paid to Owner by Resident.

Special Provisions

This agreement is (a) subordinate to all present or future mortgages or security interests placed on the property of which these premises are a part; (b) subject to the provisions of any regulatory agreement with the City of Oceanside and others that burden such property.

Residents Appliances

- ☐ Refrigerator
☐ Washer / Dryer

NOTE

FLORIDA APARTMENT LEASE

Apartment Address			Lease Date	Initial Lease Term Beginning: Ending:
Monthly Rent	Prorated Rent (if any)	Security Deposit	Pet Fee (if any)	Prepared by:
\$	\$	\$	\$	

RESIDENT NAMES:

Names and ages of children:

_____	_____
_____	_____
_____	_____

Additional Agreements (if any):

This is a lease between the above named Resident(s) and the below named Landlord for the apartment dwelling described above. It is the entire agreement between Resident(s) and Landlord and may be modified only in writing. As used in this lease, "you" means the resident (tenant) or residents whose names appear above. If there is more than one resident, you are jointly and severally liable for any payments due to us. "We," "our," or "us" mean the Landlord. "Premises" means the entire apartment community. **UPON EXECUTION OF THIS LEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF ITS PROVISIONS.** It was executed by the Resident(s) and the Landlord on the above "Lease Date."

RESIDENT SIGNATURE(S):

The
Commons
APARTMENT HOMES

LANDLORD:

3408 LANCASTER CT

TAMPA FL 33614

By: _____

1. SECURITY DEPOSIT:

A. Your security deposit will be deposited in a separate non-interest bearing account with NationsBank, 3439 W. Hillsborough Blvd, Tampa, FL 33614.

B. Before you may occupy the apartment, you must pay us the full security deposit indicated above. Your security deposit may not be applied by you as rent, but is a good faith deposit for your faithful fulfillment of each condition in this lease and as a contingency against any physical damage to the apartment or premises caused by you or your invitees. If you do not fulfill the original term or renewals of this lease, you agree to forfeit your security deposit as a liquidated damage for our re-rental expenses even if we are able to immediately re-rent the apartment for the same or more rent, and even if there are no other damages. In addition, you must pay for any physical damage and all rent due (see paragraph 7).

C. The following is Florida Statute 83.49(3) which we are required to provide to you:

"(3)(a) Upon the vacating of the premises for termination of the lease, the Landlord shall have fifteen (15) days to return said security deposit, together with interest, if otherwise required, or in which to give the Tenant written notice by certified mail of his intention to impose a claim thereon, at the Tenant's last known mailing address. The notice shall contain a statement in substantially the following form: 'This is a notice of my intention to impose a claim for damages in the amount of 250.00 upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within fifteen (15) days from the time you receive this notice, or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (Landlord's address).' If the Landlord fails to give the required notice within the 15-day period, he forfeits his right to impose a claim upon the security deposit.

(b) Unless the Tenant shall object to the imposition of the Landlord's claim, or the amount thereof, within fifteen (15) days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his claim and remit the balance of the deposit to the Tenant.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs, plus a reasonable fee for his attorney. The Court shall advance the cause on the calendar.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits.

3. **RENEWAL:** This lease will continue as a month-to-month lease after the initial term until either you or we give the other at least thirty days written notice of termination. Termination must be the last day of the initial term or the last day of a subsequent calendar month. Rent may be increased after the initial term upon not less than thirty days notice.

4. **UTILITIES:** You must obtain electric service for your apartment, if separately metered. Unless separately metered, we supply water and sewer for normal usage. We are not liable for interruption or malfunction in service of any utility due to any cause. If the interruption is our fault, your rent may be abated if service is not restored within a reasonable time. You may not occupy your apartment without electric service.

5. **OCCUPANCY:** Only those persons whose names appear on this lease may occupy the apartment without our prior written consent except guests for not more than seven days. The apartment may be used solely for private housing. You may not assign this lease or sublet any portion of your apartment. If you will be absent for more than fourteen days, you must notify us in writing.

6. **PETS:** No pets may be kept in the apartment or on the premises without our written consent.

7. **DEFAULT AND REMEDIES:** If you default in complying with this lease or the law, we have the right to retake possession as provided by Florida law. Rent is accelerated upon default. Under no circumstances can our acceptance of your keys, or re-entry or any other action be considered as a termination of the lease or relaking for our own account. If you or your invitee engages in criminal activity on the premises, such action will be a default for which your lease may be immediately terminated. In addition to any of the foregoing, you and we have any other rights and remedies provided by law. The prevailing party in any dispute arising out of this lease will be entitled to recover reasonable attorney's fees and litigation costs.

8. **TERMINATION:** If any of your property is in the apartment or on the premises after you vacate or abandon the apartment, we may remove or dispose of that property and you waive any claims for damages as a result of our disposal of it. If you fail to deliver all keys and vacate on or before your lease termination, you must pay double rent until you do so.

9. **NOTICES:** Any notices from us to you will be deemed delivered when mailed to you at your apartment by first class mail; or personally handed to you or anyone in your apartment; or left at your apartment in your absence. Any notice from you to us will be deemed delivered when received at our office, certified mail, return receipt requested, or personally delivered to our office staff during normal business hours.

10. **RIGHT TO ENTER:** You consent to our entering your apartment during reasonable hours for any inspections, maintenance and repairs, and pest control procedures which we deem necessary in our sole discretion; and for delivering notices and for other purposes as provided by law.

11. **REPAIR AND MAINTENANCE:** You acknowledge that you have inspected the apartment and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and us in writing. You are responsible for the removal of trash and garbage from your apartment to the appropriate collection point and for maintaining your apartment in a clean and sanitary condition. Damage to locks or keys lost or damaged by you will be repaired and/or replaced by us at your expense. We will maintain air conditioning and heating equipment; plumbing fixtures and facilities; electrical systems; and appliances provided by us. Any damage to your apartment or the premises, except for normal wear, caused by you or your invitees will be corrected, repaired, or replaced at your expense. You must immediately notify us in writing of any needed maintenance or repair. You must inspect your fire alarm at least once a month to determine if it is working properly and notify us of any deficiency. You must change the air conditioning and heating filter monthly, or more often if required.

12. **ALTERATIONS:** You may not make alterations or additions, nor install or maintain in the apartment, or any part of the premises, any fixtures, large appliances, devices, or signs without our written consent. Any alterations, additions, or fixtures which are made or installed will remain a part of the apartment, unless we specifically agree otherwise.

13. **LIABILITY:** We will not be liable for any damage, loss, or injury to persons or property occurring within your apartment or upon the premises, whether caused by us or someone else. You are responsible for obtaining your own casualty and liability insurance, and, with respect to your family or invitees, agree to save and hold us harmless and indemnify us from any liability. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** Your successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

14. **SECURITY:** WE DO NOT PROVIDE AND HAVE NO DUTY TO PROVIDE SECURITY SERVICES FOR YOUR PROTECTION OR THE PROTECTION OF YOUR PROPERTY. YOU MUST LOOK SOLELY TO THE PUBLIC POLICE FOR SUCH PROTECTION. WE WILL NOT BE LIABLE FOR FAILURE TO PROVIDE SECURITY SERVICES TO PROTECT YOU, YOUR FAMILY, OR OTHERS. OR YOUR PROPERTY FROM THE CRIMINAL OR WRONGFUL ACTS OF OUR EMPLOYEES, AGENTS, OR OTHERS. If, from time to time, we provide any security services, those services are only for the protection of our property and will not constitute a waiver of, or in any manner modify, this disclaimer.

15. **FIRE AND CASUALTY:** If your apartment becomes unoccupiable because of fire or other casualty or unforeseen event, we may, at our option, terminate this lease or repair the apartment within thirty (30) days. If we elect not to repair the apartment, this lease will immediately terminate. If we do elect to repair the apartment, and if the damage is not due to your, your family's, or invitee's negligence, the rent will abate during the time you cannot occupy the apartment. Nothing may be used or kept in or about your apartment which would in any way affect the terms and conditions of our fire and extended coverage insurance policy, be a violation of law, or otherwise be a hazard.

16. **WAIVERS:** Our acceptance of rent after knowledge of a breach of this lease by you is not a waiver of our rights nor an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our right to other remedies. Your rights under this lease are subordinated to any present or future mortgages on the premises. We may assign our interest in this lease. You waive your right to demand a jury trial concerning the litigation of any matters arising between us.

17. **POSSESSION:** If the apartment is not ready for your occupancy on the beginning date of this lease due to causes beyond our control, the beginning date may be extended up to 30 days or the lease may be voided at our option. We shall not be liable for any of your expenses caused by such delay or termination.

18. **APPLICATION:** If any information given by you in your application is false, we may, at our option, terminate this lease. You will notify us promptly in writing of any change in the information provided to us in your application.

19. **RADON GAS:** We are required by Florida Statute 404.056(8) to give the following notification to you. "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

20. **POLICIES:** In addition to the policies below, you must observe any other reasonable policies which may be given to you now or are later implemented by us.

(a) Except for automobiles, no vehicles (including motorcycles, trucks, boats or boat trailers, campers, travel trailers, and motorhomes) may be parked on the premises without our prior written consent. All vehicles must be currently licensed and in good operating condition and must be parked only within spaces provided for parking. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single designated parking space, or in entrances or exits. Any violations of the foregoing rules will subject the vehicle to being towed without notice at the owner's expense. We are not liable for any damage arising as a result of towing. You acknowledge that it is your responsibility to advise your guests and invitees of the proper manner for the parking of their vehicles, and you further agree to determine in each case that they have complied therewith. You agree to indemnify and hold us harmless for any claims by your guests or invitees for the towing of their vehicles for violation of these rules; you agree to pay for said towing and other charges related thereto as additional rent to be paid immediately. We may impose additional parking regulations including limiting the number of vehicles which you or your guests may park on the premises, requiring the use of parking decals on vehicles, and/or establishing parking spaces. No more than one vehicle is allowed for each

STANDARD APARTMENT LEASE — NORTH CAROLINA

Apartment No.	Type	Security Deposit	Monthly Rent	Date of Lease

Term of Lease		Type of Lease	Lease Term	Late Charge	Service Charge for Dishonored Check
Lease Beginning	Lease Ending	<input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Transfer			

Resident:

Lessor: **THE PARK APARTMENTS**
2500 EASTWAY DRIVE #23-B
CHARLOTTE, NC 28205

Occupants:

Apartment # _____

Address: **2500 EASTWAY DRIVE**
CHARLOTTE, NC 28205

We are pleased to rent to you the above-described apartment. The term (both dates inclusive), monthly rent, and security and other deposits are set forth above. As used in this Lease, the term "Community" means the apartment complex in which the apartment described above is located, the term "you" means the resident(s) whose name(s) appear in this Lease, who are jointly and severally liable; the term "we," "our," and "us," means the owner, the Lessor and the managing agent (and all their employees and agents) of the apartment Community in which the described apartment is located.

GENERAL PROVISIONS: This agreement, together with any written agreements executed simultaneously herewith, contains the entire agreement between the parties and shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by Lessor and by resident. **THERE ARE NO ORAL UNDERSTANDINGS, terms or conditions and neither party has relied upon any representations, express or implied, not contained in this agreement or in written agreement, if any, executed simultaneously therewith.**

Additional Agreements

Lessor shall pay for (if checked): _____ electricity, _____ gas, _____ water (subject to change as set forth below), _____ sewer, _____ garbage, _____ cable TV, _____ master TV antenna. Resident shall pay for all other utilities and related deposits prior to move in and for all charges on resident's utility bills. Resident shall not allow electricity to be disconnected by any means (including nonpayment of the bill) until the end of the lease term or renewal period. Changes or installation of utility lines, meters, sub metering or load management systems, and similar electrical equipment serving the apartment shall be the exclusive right of the Lessor, provided such work does not increase the resident's electric bills. Lessor reserves the right to install individual water meters inside each apartment. Lessor has the right to have the resident billed all costs normally associated with water consumption on a monthly basis. Should Lessor exercise this right, Lessor will notify Resident at least 30 days prior to commencement.

- ☐ Security Deposit Addendum
- ☐ Community Policies Addendum
- ☐ Move-In / Move-Out
- ☐ Utility Addendum
- ☐ Letter from Management
- ☐ Smoke Alarm Addendum

Special Provisions:

Complete this section if term of Lease begins on a day other than the first of the month:

Rent for the partial month of _____, 199__ shall be \$ _____ and is due _____.

Execution of Lease:

This lease is subject to the provisions stated above and set forth below and on the reverse side hereof. This agreement is duly executed by the resident(s) and by the Lessor on or as of the day and year first above written.

Note:

1. **Rent:** The monthly rent is due at the Lessor's address on or before the first day of each month without demand. Time is of the essence. Rent payments must be made by one (1) check or money order even if there is more than one (1) resident. For your protection as well as ours, payments may not be made in cash. If the rent is not paid by the fifth (5th) day of the month, rent plus a late charge as set forth on the front of this Lease will be due in the form of a Money Order, provided, however, late charges shall in no event exceed any maximum provided for by state law. If your check is dishonored by your bank, you will pay us a service charge as set forth on the front of this Lease, and in addition the applicable late charge will be due if the dishonored check is not replaced in time to avoid the late charges. If one of your rent checks is dishonored, you will be required to pay your rent by cashier's check or money order thereafter. We are not required to redeposit a dishonored check.

2. **Chronic Late Payment of Rent:** Notwithstanding paragraph 1 and in addition to the rights and remedies under paragraph 11 below, we may terminate this lease if you are chronically late with rent payments. Chronic late payment is defined as paying rent more than five (5) days after the due date (i.e., the first day of the month) on three (3) or more occasions.

3. **Security Deposit:** Before you may occupy the apartment, you must pay us the full security deposit indicated on the face of this Lease. Your security deposit is not prepaid rent, but is a good faith deposit for your faithful fulfillment of each provision of this Lease and as provided by state law, and as a contingency against damages to the apartment or premises of this Community caused by you or your family, guests or agents. This security deposit may not be applied by you to any rent payment. Your responsibility for damages under this Lease is not limited to the amount of the security deposit, and we may use all the rights and remedies we are provided by law to recover all damages we sustain. The deposit or any portion of it that is returned to you may be returned in full to one Resident if all other Residents have so authorized in writing or may be returned in one check payable to all Residents.

4. **Application:** If any information given by you in your application is false, incomplete or misleading, it shall be a default by you under this Lease, and we may, at our option, terminate this Lease. You will notify us promptly in writing of any change in the information you gave us in your application.

5. **Delay in Delivery of Possession:** If we do not deliver possession of the apartment on the beginning date for any reason, we shall not be liable for failure to deliver possession on that date, but your rent payable under this Lease shall be abated until we deliver possession to you. If the apartment is not delivered to you within thirty (30) days from the date promised, either you or we may thereafter terminate this Lease by written notice. If this Lease is not terminated, the original ending date shall not be extended by reason of any delay in delivering your possession of the apartment.

6. **Occupancy:** Only those persons whose names appear on the face of this Lease, the children shown on your application and children born or adopted during the term of this Lease, may occupy the apartment without our prior written consent. The apartment is to be occupied solely as a private residential household. If you will be absent for more than fourteen (14) consecutive days, you must notify us in writing. You, your family and guests may not do or permit anything to be done that will interfere with the rights, comfort or conveniences of other occupants of the Community or the Community's staff.

7. **Assignment or Subletting:** You may not assign this Lease or sublet all or any portion of your apartment. Resident hereby acknowledges that Lessor's interest in this Lease may be transferred or assigned to successors and assigns of Lessor. Resident further acknowledges that in the event of such a transfer or assignment, all terms, conditions, agreements and representations in this Lease shall remain binding upon Resident and shall inure to the benefit of Lessor's successors and assigns.

8. **Pets:** No pets may be kept in or about the apartment or in the Common premises.

9. **Notice to Vacate/Renewal:** UNLESS EITHER YOU OR WE NOTIFY THE OTHER OF TERMINATION IN WRITING AT LEAST 30 DAYS IN ADVANCE OF THE EXPIRATION OF THE ORIGINAL TERM OR ANY RENEWAL TERM, THIS LEASE WILL NOT TERMINATE UPON ITS EXPIRATION, BUT WILL REMAIN IN EFFECT ON A MONTH-TO-MONTH BASIS SUBJECT TO ALL ITS TERMS AND CONDITIONS. If this Lease converts to a month-to-month basis, either party may terminate the tenancy at the end of a month by giving the other party at least thirty (30) days prior written notice of termination. The initial rental for such month-to-month tenancy will be current market rent plus \$_____ unless we have notified you at least thirty (30) days prior to the end of the expiring term that there will be an increased monthly rental for a month-to-month tenancy. We may also increase your rent effective as of the first day of any month during a month-to-month tenancy by giving you at least thirty (30) days prior written notice of such increase. If we give you a notice of rent increase as described in this section, you may then elect to terminate the lease effective on the last day prior to the rent increase by giving us notice of your election to terminate no later than either (a) thirty (30) days prior to the rent increase or (b) fifteen (15) days after receipt of our notice of rent increase, whichever is later. IF YOU VACATE YOUR APARTMENT WITHOUT GIVING US NOTICE AS REQUIRED UNDER THIS SECTION, YOU WILL BE LIABLE FOR AN ADDITIONAL PAYMENT AT THE SAME RATE AS THE MONTHLY RENTAL FOR THE LAST MONTH YOU OCCUPIED THE APARTMENT, WHICH ADDITIONAL PAYMENT SHALL BE CONSIDERED LIQUIDATED DAMAGES. Except for extensions on a month-to-month basis as described above in this section, all renewals or extensions of this Lease must be by written agreement signed by both you and us.

10. **Non-Performance or Default by Resident:** If you fail to pay your rent immediately as required, or if you or an occupant of your apartment engages in criminal activity in the apartment or on the Community premises, or if you fail to comply with any term, condition, obligation or agreement in this Lease, or if the representations contained in your lease application are incorrect, misleading or untrue, then we, at our option, may either give you notice to correct such breach or in the alternative, take immediate action to terminate your Lease in accordance with state law. If we elect to give such notice and such violation is not promptly corrected by you, this Lease will be terminated and we will effect your removal as provided by state law. In any case, we will ask the court of appropriate jurisdiction to require you to be held responsible for the paying of such attorney's fees and court costs for the enforcement of certain provisions of this Lease as may be provided for by state law. We shall have the option to accelerate the rent due for the remaining term of this Lease. If after we notify you, or attempt to notify you, you fail to pay any unpaid rentals or unpaid damages, we will report such unpaid charges to the local credit bureau for recordation in your credit report.

after you vacate the apartment or is put in any unauthorized area, it may be disposed of in accordance with applicable state law.

14. **Holding Over:** If you fail to deliver all keys and vacate the apartment on or before the termination of this Lease, you shall pay for the period of your holdover a sum equal to two (2) times the daily rate for your apartment, or the maximum sum as provided for by state law, whichever is less. The daily rate for your apartment shall be calculated by dividing the monthly rent by the number of days in the applicable month.

15. **Notices:** Any notices from us to you shall be deemed delivered when deposited with the U. S. Postal Service, addressed to your apartment, first class postage prepaid, certified mail, return receipt requested, personally handed to you or anyone in your apartment; or left at your apartment in your absence. Any notice from you to us shall be deemed delivered when deposited with the U.S. Postal Service, addressed to our Community office, certified mail, return receipt requested or personally delivered to the on-site manager during normal business hours. The person designated as the on-site manager for the Community is the person authorized to act on behalf of the Lessor in connection with this Lease Agreement.

16. **Right to Enter:** You consent to our entering your apartment during reasonable hours for any inspections, maintenance and repairs, and pest control procedures which we deem necessary in our sole discretion and for delivering notices and for other purposes as provided by law. Subject to applicable law, we also have the right to enter your apartment at any time in the event of an emergency or to abate a nuisance. If it is necessary to require you to temporarily vacate your apartment for the purpose of extermination of bugs or wood-infesting organisms or for any other reason, you agree to do so upon at least fourteen (14) days notice, and you agree not to hold us liable for any of your costs, expenses or inconvenience. We shall abate the rent for the period of time during which you will be required to vacate your apartment.

17. **Repair and Maintenance:** You acknowledge that you have inspected the apartment and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and us in writing. You are responsible for the removal of trash and garbage from your apartment to the appropriate collection point and for maintaining your apartment in a clean and sanitary condition. Damage to locks or keys lost or damaged by you will be repaired and/or replaced by us at your expense. Air conditioning and heating equipment will be maintained by us, although you must pay for any repair required due to your misuse or neglect. You must use plumbing fixtures and facilities, electrical systems and other mechanical systems and appliances in the manner designed. Any damage to your apartment or other areas of the Community premises caused by your family, or guests will be corrected, repaired or replaced at your expense. You must immediately notify us of any needed maintenance or repair.

(a) **Maintenance Requests:** Maintenance requests should be made by telephone or in writing to the business office. Maintenance hours are 8:30 a.m. to 5:00 p.m. In case of an emergency, call the rental office and leave your emergency request with the answering service, they will inform maintenance of the emergency. **EMERGENCIES INCLUDE, FIRE, FLOOD, ELECTRICAL SHORTAGES, SEWER BACKUPS WHERE THERE IS ONLY ONE COMMODE, AND LOSS OF HEAT OR AIR CONDITIONING IN EXTREME WEATHER.** Your maintenance requests cannot be fulfilled if pets are left unattended. Please be sure to give the office or answering service a telephone number when you can be reached. **IT IS NOT OUR POLICY TO MAKE APPOINTMENTS FOR MAINTENANCE.**

(b) **Locks:** You are prohibited from adding, changing, or in any way altering the locks installed on the doors of the apartment without the written consent of management. If it is necessary to replace or repair a lock due to damage or negligence caused by you, your family or guests, a charge of \$35.00 per lock will be assessed.

18. **Alterations:** You may not make alterations or other additions to the apartment, nor install or maintain in the apartment or any part of the Community premises, any fixture, appliances, devices, or signs without, in each case, our written consent. Any alterations, additions or fixtures which are made or installed after you have received our prior written consent will remain a part of the apartment, unless we specifically agree or direct otherwise, and we shall not be obligated to reimburse you for any such alterations, additions and fixtures unless we specifically agree otherwise.

19. **Liability:** We shall not be liable for any damage, loss or injury to persons or property occurring within your apartment or upon the other areas of the Community premises which is not caused by our negligence or intentional wrongdoing. You are responsible for obtaining your own casualty and liability insurance, and, with respect to your family, licensees, or guests, agree to waive and hold us harmless and indemnify us from any liability which is not caused by our negligence or intentional wrongdoing. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF.**

20. **Security:** WE DO NOT PROVIDE AND HAVE NO DUTY TO PROVIDE ANY SECURITY SERVICES. YOU SHALL LOOK SOLELY TO THE PUBLIC POLICE FOR SECURITY PROTECTION. PROTECTION AGAINST CRIMINAL ACTION IS NOT WITHIN OUR POWER. If, from time to time, we provide security services, those services are only for our own purposes and shall not constitute a waiver of, or in any manner modify, this disclaimer. We shall not be liable for failure to provide adequate security services or for criminal or wrongful actions by others against you, your family, your guests or others, including actions by others which cause damage to property.

21. **Fire and Casualty:** If your apartment becomes unoccupiable because of fire, explosion or other reason, we may at our option, terminate this Lease or repair the apartment within thirty (30) days, or provide suitable substitute accommodations within the Community. If suitable accommodations at a mutually agreed upon rental are provided by us, we shall not be required to pay any costs associated with the move, utilities or telephone. If we do elect not to repair the apartment within this time or if the building in which the apartment is located is substantially or totally destroyed, this Lease shall terminate. If we elect to repair the apartment, and if the damage is not due to your negligence, the rent on the damaged apartment shall be abated and prorated from the date the apartment becomes unoccupiable to the date that you may reoccupy the apartment.

22. **Waivers:** Your obligation to pay rent during the term of this Lease or any extension shall not be waived, released, or terminated by the service to you of any notice, demand for possession, notice of termination of tenancy, institution of any action or forcible detainer, or any other act which might result in termination of your lease of possession. Our